

EXHIBIT C

In Re: Maria O. Segovia, debtor

Page 1

1 IN THE UNITED STATES BANKRUPTCY COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

4 Case No.: 06-30387-TEC
5 Chapter 7

6 In Re:

7 Maria O. Segovia,

8 Debtor.

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16 TELEPHONIC DEPOSITION OF
17 PAULA S. ROE
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24 DATE TAKEN: 10/04/07 BY: CHRISTINE M. CLARK,
25 RPR

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24 By: Susan E. Flint, Managing Counsel
25 Also Present:

1 an employee?

2 A In general terms, are you asking like why don't
3 some people get them?

4 Q Correct. In general terms, why are they granted
5 options?

6 A Okay. They're viewed as part of an individual's
7 competitive compensation package. So that, you
8 know, they're viewed as part of an executive's
9 compensation package.

10 Q Okay. Did Miss Segovia have to be an executive
11 at the time these grants were made?

12 A I don't know the circumstances under the former
13 Wells Fargo.

14 Q Okay.

15 A After the merger, when I was involved, yes, they
16 were granted to what we deem to be executives of
17 the company.

18 Q Okay. And were the plan 85 grants, were those
19 done after the merger?

20 A Yes. You can see the date there, 2/23/1999 is
21 the first one.

22 Q Okay. Thank you. The third column it says
23 option type and the first entry says ISO. What
24 does the ISO refer to?

25 A It refers to an incentive stock option.

1 retired in order to exercise the stock options?

2 A No.

3 Q She, in fact, as indicated on Exhibit 1, did at
4 three different times exercise the stock options?

5 A Correct.

6 Q Up through 2004?

7 A Correct.

8 Q What are the circumstances, under the plan, that
9 Maria Segovia or any other employee granted such
10 options would lose such options?

11 A If you cease employment, other than being
12 eligible for some period of time due to death,
13 disability or retirement.

14 Q Are the stock options granted under the long-term
15 incentive compensation plan in any way, shape or
16 form a retirement benefit?

17 A No.

18 Q Are the stock options granted under the long-term
19 incentive compensation plan subject at all to
20 ERISA, the Employee Retirement Security Act?

21 A No.

22 Q Is the long-term incentive compensation plan for
23 the stock options granted under an employee stock
24 ownership plan?

25 A No.

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1 you'd make about why this is a form of deferred
2 compensation to participants?

3 MR. CRAM: Objection. She didn't say
4 it was a form of deferred compensation.
5 She said there were elements.

6 Q What are the elements of, other elements of
7 deferred compensation are there?

8 MS. FLINT: That was Don who objected?

9 MR. CRAM: Correct.

10 Q Miss Roe, I just wanted you to go back through
11 some rights for us. What elements of the LTICP
12 are the nature of deferred compensation?

13 MR. CRAM: Again I object. She didn't
14 testify that this was deferred
15 compensation. She said that there was
16 certain elements that mirrored deferred
17 compensation.

18 MR. KONAMI: Okay.

19 A We have deferred comp.

20 Q What are those elements?

21 A We have a deferred compensation plan. This is
22 not a deferred compensation plan. This is a
23 long-term incentive comp. plan.

24 Q Okay. And what is the difference?

25 A Our deferred compensation plan involves employee

1 deferrals of their compensation to some point in
2 the future.

3 Q So we're talking about money only?

4 A We're talking about salary and/or bonuses.

5 Q Okay. And, as far as you're concerned, deferred
6 compensation would not have -- would not include
7 nonmonetary compensation or benefits?

8 MS. FLINT: Counsel, it appears the
9 witness is confused by your question.

10 Maybe you could rephrase it.

11 Q Okay. You explained, Miss Roe, that this is not
12 -- that Wells Fargo has or maintained deferred
13 compensation and you're saying that the LTICP may
14 have elements of a deferred compensation plan,
15 but, as far as you're concerned, it's not the
16 deferred compensation plan; is that correct?

17 A Yes.

18 Q Well, my question then is a follow-up. I mean,
19 as far as you're concerned or in your opinion, is
20 deferred compensation composed solely of monetary
21 benefits, money?

22 A Well, we're talking about compensation here.

23 Q But you know compensation can be in the form of
24 things other than money, isn't that right?

25 MS. FLINT: Answer the question if you

1 document, Exhibit 4. And I just wanted to turn
2 your attention to paragraph five and that's on
3 marked page 20. And, Mrs. Roe, if I can just
4 have you read paragraph five to yourself. I just
5 wanted to ask you some questions about it, about
6 its participation.

7 A All right.

8 Q Now, Ms. Row, I believe you earlier testified in
9 this deposition --

10 MS. FLINT: Counsel, could you just
11 wait till she's done a second, please?

12 MR. KONAMI: Sure.

13 THE WITNESS: Okay. Go ahead.

14 Q Miss Roe, I believe you testified earlier in this
15 deposition that in your opinion that the LTICP
16 was for executives. I think you used that
17 description, that this was for executives.

18 A Yes.

19 Q Does executives also include highly compensated
20 individuals within the company?

21 A Generally those would be synonymous.

22 Q Also includes officers, top officers, top
23 executives, in that nature?

24 A Yes.

25 Q In your opinion, is the LTICP what the Internal

1 Revenue code might refer to as a top-hat plan?

2 A No.

3 Q As far as your understanding then, it's not a
4 top-hat plan?

5 A No.

6 Q There's another creature under the Internal
7 Revenue code. They call them excess benefit
8 plans. I mean, to your knowledge or in your
9 opinion, is any award component in the LTICP in
10 the nature of an excess benefit plan?

11 A No.

12 Q And why do you say that?

13 A It's not a benefit plan.

14 Q And it certainly makes no reference to the
15 Internal Revenue code and its treatment of excess
16 benefits plan.

17 A It's not an excess benefit plan.

18 Q Okay. And, again, just to clarify, it's also not
19 a top-hat plan?

20 A Correct.

21 Q None of the awards would fall under top-hat plan
22 awards?

23 A Correct.

24 Q And why do you say this is not a top-hat plan?

25 A Because it's not a benefit plan.

1 requirement for retirement, first of all, assume
2 the employee reach those retirement marks, under
3 the LTICP, what does that do in terms of the
4 stock options for the employee?

5 A Nothing.

6 Q Okay. Does it -- does it provide that they can
7 exercise the options up until the expiration date
8 rather than three months after the date they
9 leave employment?

10 A Are you asking me when they become eligible to
11 retire, or are they retired?

12 Q When they actually retire.

13 A When they actually retire, if they meet that
14 criteria, they have until that expiration date to
15 exercise.

16 Q Okay. When they actually retire and they've met
17 the criteria, does their stock options suddenly
18 become anything connected with ERISA?

19 A No.

20 Q Okay. Does their stock options, under that
21 circumstance, suddenly become any kind of a
22 retirement benefit?

23 A No.

24 Q Okay. Under those circumstances, do their stock
25 options suddenly become anything connected with

CERTIFICATE

I, CHRISTINE M. CLARK, a Notary Public of
the State of Minnesota and Registered
Professional Reporter, do hereby certify that
prior to the commencement of the deposition

PAULA S. ROE

was duly sworn by me to testify the truth, the
whole truth and nothing but the truth.

I DO FURTHER CERTIFY that the foregoing is
a true and accurate transcript of the testimony
as taken stenographically by and before me at the
time, place and on the date hereinbefore set
forth.

I DO FURTHER CERTIFY that I am neither a
relative of nor employee nor attorney nor counsel
for any of the parties to this action and that I
am neither a relative nor employee of such
attorney or counsel, and that I am not
financially interested in the action.

CHRISTINE M. CLARK

DATE: 10/17/07